

FILED FOR RECORD AT THE REQUEST OF:

**AMENDMENT NO. 4 TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RIVER CROSSING HOMEOWNERS' ASSOCIATION**

Amendment to Original Declaration recorded under Auditor's File No. 2000083005006

Grantor: River Crossing Homeowners' Association

Grantee: River Crossing Homeowners' Association

Legal Description:

**LOTS 1 THROUGH 51 OF THE PLAT OF RIVER CROSSING AS RECORDED UNDER
RECORDING NO. 200008005606, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
TOGETHER WITH LOTS 1 THROUGH 11 OF THE PLAT OF RIVER CROSSING NORTH AS
RECORDED UNDER RECORDING NO. 200305015004, Lots 7-22 RIVER CROSSING III AS
RECORDED UNDER RECORDING NO. 20041028515. RECORDS OF SNOHOMISH COUNTY,
WASHINGTON.**

Tax Parcel Nos. 009121-000-001-00 through -051-00; 009529-000-001-00 through -011-00

**AMENDMENT NO. 4 TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
RIVER CROSSING HOMEOWNERS' ASSOCIATION**

WHEREAS a certain Declaration of Covenants, Conditions, and Restrictions of River Crossing Homeowners' Association was recorded on August 30, 2000 under recording no. 2000083005006, in the records of Snohomish County.

WHEREAS, the Declaration has previously been amended by instruments recorded in the records of Snohomish County, State of Washington, on June 25, 2003 under Recording No. 200305015004, and on November 12, 2004, under Recording No.200410285115

WHEREAS, pursuant to Article XVII Section 2 of the Declaration, at a meeting duly called and held on the day of _____ and not less than 51 percent of the members voted to approve this amendment on _____

NOW THEREFORE, the President and the Secretary of River Crossing Homeowners' Association certify the Declaration to have been amended in the following particulars:

A new Section 10 under Article XI (Property Restrictions) is added to the Declaration

10 Leases or Rentals.

10.1 Lease or Rental of Lots and Living Units -- Limitation. The lease or rental of any Lot or Living Unit is governed by this Declaration, including this Section, the Bylaws and any applicable Rules and Regulations. As used herein, the lease or rental of any Lot or Living Unit and all provisions of the Section apply to all tenancies of any duration, all tenancies with an option to purchase, all tenancies with a first right of refusal, and all living arrangements in any way governed by the provision of RCW 5 9.18 - Washington Residential Landlord - Tenancy Act. The sublease or sub-rental of any portion of a Lot or Living Unit shall not be allowed, nor shall any Accessory Dwelling Unit (ADU) be allowed on the Property **except if permitted by state and county laws.**

10.2 Minimum Occupancy Requirement for Single Family Lots. No Owner of a Single Family Lot shall be allowed to lease or rent a home unless he/she/they (or a Related Party/ Family member) have resided in the Living Unit for at least twelve (12) months prior to the leasing or renting of the home.

10.3 Lease and Rental Agreement Requirements. Any lease or rental agreement must be in writing and provide that its terms shall be subject in all respects to the provision of this Declaration, the Bylaws and the Rules and Regulations of the Association and that any failure by the Tenant to comply with the terms of such Governing Documents shall be a default under the lease or rental agreement. If any lease or rental agreement under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease or rental agreement and binding upon the Owner and Tenant by reason of their being stated in this Declaration.

10.4 Lease or Rental Only of the Entire Lot or Living Unit. No person shall be permitted to lease or rent less than the entire Lot or Living Unit or otherwise permit a Lot or Living Unit to be used as a boarding house, an Airbnb or similar short-term rental, a motel, and/or for short-term transient purposes. No Owner or Tenant shall cause or allow the overnight accommodation of employees or business invitees in any Unit on a temporary or transient basis. (see section 10.5)

10.5 Minimum and Maximum Lease Terms Required for Single Family Lots. Every Single Family Lot Lease Agreement shall be for a fixed term of not less than six (6) months and not more than twelve (12) months. Owners may continue to lease to the same tenant on a month-to-month basis at the expiration of an initial lease or may enter into another lease not to exceed twelve (12) months. No Owner shall rent or lease the home beyond a total of (24) months.

10.6 Occupancy by Persons Living with the Owner. Occupancy of a Single Family Lot by a person who is not an Owner (e.g. domestic partner, family member, roommate, care provider) shall not be considered a lease or rental of a Living Unit governed by this Section, provided that the Living Unit is also occupied by the Owner and the intended usage is not for boarding house or Airbnb and similar short-term rental purposes.(see section 10.5) The occupant(s) shall be subject in all other applicable respects to the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association.

10.7 Occupancy by a Related Party (family member) Without the Owner. A Living Unit occupied by a Related Party of the Owner (family member), where the owner does not reside with the occupant, shall not be considered to be leased or rented provided that the Living Unit is not used for boarding house or Airbnb and similar short-term rental purposes, and the occupant(s) shall be subject in all other applicable respects to the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association. (see section 10.5)

10.8 Obligations of the Owner Who Rents. Prior to signing any lease or rental agreement, it shall be the responsibility of the Owner to deliver to the Tenant a copy of all RCHOA Rules and Regulations of the Association. If it is determined that the Owner has failed to provide copies of such documents to the Tenant, the Association may furnish a copy of the documents to the Tenant and charge the Owner a reasonable fee which will be collectible as a Special Assessment against the Lot or Living Unit and its Owner. It is also necessary for the Owner of any Single Family Lot to notify the Association office within ten (10) calendar days of any new Tenant(s) and to provide all requested information including, but not limited to, a copy of the Lease or Rental Agreement.

10.9 Obligations of Tenant. Tenants are required to comply with the Rules, Regulations, and Restrictive Covenants of the Association. If for any reason the Tenant fails to do so, it is the responsibility of the Owner to correct the situation. This includes, but is not limited to, regular yard maintenance, upkeep of the Living Unit, removal of any clutter surrounding the premises, proper conduct and respect for neighbors, removal of trash totes on time, and adherence to local noise restrictions. Owners may be fined, and enforcement action taken against them, for the conduct of their Tenants.

10.10 Existing Leases and Rentals. The Owner of any Single Family Lot that is leased or rented as of the effective date of this Declaration shall forward to the Board of Directors relevant Tenant information on a form supplied by the Association within thirty (30) days of request.

10.11 Hardship Exception. The Board of Directors shall have the right, in the exercise of discretion, to permit exceptions to the leasing and rental limitations where the Board of Directors determines that a variance would not detrimentally affect other Owners.

10.12 Rules and Regulations. The Board of Directors may adopt Rules and Regulations in furtherance of the administration of this Section, which Rules and Regulations shall be effective upon distribution to the Association and its members.

10.13 Residential Use. The Lots and Living Units shall be used for and restricted to use as single family residences only, on an Ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use consistent with the provisions of this Declaration, nor with applicable zoning, and for the purposes of operating the Association and managing the Community if required. The foregoing restrictions as to residence shall not, however, be construed in such a manner as to prohibit an Owner or resident from maintaining their personal professional library therein; keeping their personal business and professional records or accounts therein; or handling their personal business or professional telephone calls or correspondence therefrom. Use of a Property for hotel or transient purposes is not consistent with single family residential use. Use of a property for short term guests, such as through services like Airbnb, are prohibited, even if the Property is concurrently occupied by the Owner. No Accessory Dwelling Units (ADU) shall be permitted on any Single Family Lot except as allowed per state and county laws.(see section 10.5)

10.14 Residential Rental Percentage Cap. The percentage rental or lease cap shall not exceed 10% of the number of homes in River Crossing. There are 97 homes that comprise River Crossing, therefore, 10% would be 9.7 homes or rounded up 10 homes.

10.15 Violation of Governing Documents by Tenants. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against a Tenant, as it has against an Owner, including such rights and remedies as are otherwise provided in this Declaration or by applicable Washington law. In addition, if any Tenant or occupant violates or permits the violation by his guests and invitees of any provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, the Board may give notice to the Owner and to the Tenant to immediately cease such violations. If the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to terminate the tenancy and evict the Tenant (and all occupants) if the Owner fails to do so after Notice from the Board and an opportunity by the Owner to be heard. The Board shall have no liability to an Owner or Tenant for any eviction made in good faith.

Any costs (including reasonable attorneys' fees) incurred by the Association in connection with the exercise of its rights of enforcement and remedies herein, including any such eviction, shall be collectible as a special assessment against the Owner.

10.16 Violation of County Code. If any Tenant or occupant violates or permits the violation of by his/her/their guests and invitees of County Residential Code or is convicted of performing any illegal activities upon the property or within the boundaries of the HOA, the Board may give notice to the Owner and to the Tenant to immediately cease such violations. If the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to terminate the tenancy and evict the Tenant (and all occupants) if the Owner fails to do so after Notice from the Board and an opportunity by the Owner to be heard.

